

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

Case No: 6:13-bk-02557-ABB

In re:

PAUL LEE WILLRETT,
Debtor.

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NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2.19A, the Court will consider this pleading without further notice or hearing UNLESS a party in interest files an objection within 30 days from the service of this pleading. If you object to the relief requested herein, you must file your objection with the Clerk of the Court at 400 W. Washington Street, Suite 5100, Orlando, FL 32801 and serve a copy of on the undersigned at the address set forth below. If you file and serve an objection within the time permitted, the court will schedule a hearing and you will be notified. If you do not file an objection within the time permitted, the Court will consider that you do not oppose the granting of the relief requested herein, will proceed to consider this pleading without further notice of hearing and may grant the relief requested.

**MOTION TO APPROVE MORTGAGE
MODIFICATION TRIAL AGREEMENT**

Comes now the Debtor by and through Counsel undersigned and files this their Motion to Approve Modification Trial Agreement and in support thereof would state as follows:

1. The Debtor has sought a mortgage modification through the Court's Mortgage Modification Program from the mortgage holder, BANK OF AMERICA.
2. BANK OF AMERICA has offered a "Trial Plan Agreement" as a precursor to a possible permanent modification of the Debtor's home mortgage.
3. The Debtor has accepted the terms of the "Trial Plan Agreement" which calls for a monthly trial payment of \$932.00 beginning on July 1, 2013 for a trial period of three months with the final trial payment due on September 1, 2013.
5. The "Trial Plan Agreement" is a condition to receiving the modification to resolve the delinquency in debtor's loan.

6. The past due amount under the loan is \$24,298.11, which includes regular monthly principal, interest, escrow payments, late charges and other expenses, costs and/or fees.
7. The "Trial Plan Agreement" provides that successful completion of the trial plan payments are required for BANK OF AMERICA to complete their review of the mortgage for possible loan modification.
8. The "Trial Plan Agreement" requires approval from this Court and is subject to the final review by BANK OF AMERICA'S in house auditing and the treasury department.

Wherefore, DEBTOR request his Honorable Court for its Order Approving the terms of the "Trial Plan Agreement" on a permanent basis and such other relief that may be deemed just and proper under the circumstances.

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing has been sent by U.S. Mail or by electronic transmission to ECF users this 17th day of June, 2013 to: Laurie K. Weatherford, Trustee, P. O. Box 3450, Winter Park, Florida 32790; Debtor: 9909 Canterbury Drive, Leesburg, FL 34788; Bank of America, 11802 Ridge Parkway Suite 100-HRM, Home Retention, Broomfield, CO 80021 and to Jason Weber, Esq., Kahane and Associates, P.A. 8201 Peters Rd., Suite 3000, Plantation, FL 33324.


/s/ James F. Feuerstein

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